

ADOT ECS File No.: JPA 06-151
AG Contract No.: P001 2007 003067
Project: Traffic Signal and intersection
Construction & Maintenance
Section:- SR 66 MP 61.86 at Kingman
Airport
TRACS No.: H675201C
Budget Source Item No.: 71208

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
MOHAVE COUNTY, ARIZONA

THIS AGREEMENT is entered into this date November 16th, 2007, pursuant to Arizona Revised Statutes § 11-951 through § 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State"), the COUNTY OF MOHAVE, ARIZONA, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the "County"). The State and County are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes § 11-251, 11-951 and § 28-6701 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.

3. For the safety and benefit of the traveling public, the State and Mohave County desire to modify an existing traffic signal, replace a cattleguard and make intersection improvements. Improvements include modifying the right turn lane radius from SR 66 onto Mohave Airport Drive and additional widening on adjacent roadways of State Route (SR)66 milepost (MP) 61.86. The adjacent roadways include Mohave Airport Drive on the south leg which provides access to the City of Kingman Airport, and Grace Neal Parkway on the north, which is being widened to the County right-of-way, at an estimated total project cost of \$380,338.00, as shown on Exhibit A, attached hereto and made a part hereof. This effort will be funded 50% by the State and 50% by Mohave County, collectively hereinafter referred to as the "Project". The State will design, construct and maintain the Project located on State right-of-way; the County will provide payments for electrical service and any maintenance for facilities on its right-of-way.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

MO. 29431
Filed with the Secretary of State
Date 11/16/07
By [Signature]
By [Signature]

II. SCOPE OF WORK

1. The State shall:

a. Be responsible for design plans, specifications and all other documents required for construction bidding, and construction of the Project and coordination with the County for review of the above documents, and incorporation of their review comments as appropriate.

b. Advertise for bids and award contracts for the construction of the signal and roadway improvements for the Project and make all payments to contractor(s). Be responsible for any contractor claims for extra compensation due to delays or cost increases attributable to the State.

c. Upon IGA execution, invoice the County \$190,169.00, for its 50% share of the estimated cost for the Project per Exhibit A. Upon completion and acceptance of the Project, invoice or reimburse the County for 50% of any difference between the estimated and actual cost of the Project.

d. Upon completion and acceptance of the Project by the State, provide maintenance to the traffic signal and ancillary equipment (per Master Electrical Maintenance Agreement JPA 06-040, attached hereto by reference), and roadway (including cattleguard), all within State's right-of-way and at State expense.

2. The County shall:

a. Upon IGA execution and within 30 days after receipt of an invoice, remit to the State \$190,169.00 for its 50% share of the estimated cost of the Project per Exhibit A. Be responsible for any cost increases and contractor claims for extra compensation due to delays attributable to the County.

b. Review the design documents and provide design review comments as appropriate.

c. Upon completion and acceptance of the Project, remit 50% of any excess difference between the estimated amount and the total actual cost of the Project.

d. Upon completion and acceptance of the Project by the State, provide electrical energy to operate the traffic signal and ancillary equipment, per JPA 06-040.

e. Grant the State a temporary Right of Access on County Right-of-Way to perform all construction work required as shown on the project plans without the necessity of obtaining additional permits, approvals or temporary construction easement. Any disturbed areas will be returned to equal or better condition.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in force and effect until completion of said Project; however, any provisions for maintenance and electrical energy shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be canceled at any time prior to the award of the project construction contract, upon thirty-days (30) written notice to all Parties involved in the Agreement.

2. This Agreement shall become effective upon filing with the Secretary of State.

3. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

4. The provisions of Arizona Revised Statutes § 35-214 are applicable to this contract.

5. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

6. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

7. Non-Availability of Funds. Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

8. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ. 85007
FAX (602) 712-7424

Mohave County
Director, Public Works Department
P.O. Box 7000
3675 Highway 66
Kingman, AZ 86442-5733

9. Pursuant to Arizona Revised Statutes § 11-952, (D), attached hereto and incorporated herein, is the written determination of each party's legal counsel, that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

MOHAVE COUNTY, ARIZONA

STATE OF ARIZONA

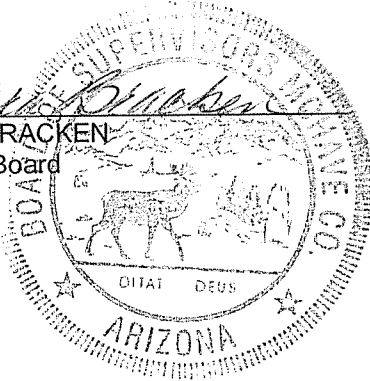
Department of Transportation

By Pete Byers
PETE BYERS
Chairman, Board of Supervisors

By Michael P Manthey
MICHAEL P MANTHEY,
State Traffic Engineer

ATTEST

By Barbara Bracken
BARBARA BRACKEN
Clerk of the Board



G:\Mohave County SR66 @ Industrial Blvd
Initial Draft 7/25/07 ghc
Revisions 8/3/07 ghc
Final Draft 9/21/07 ghc approved by AG

Approved By:
Sam Maroufkhani
Sam Maroufkhani
Deputy State Engineer Development

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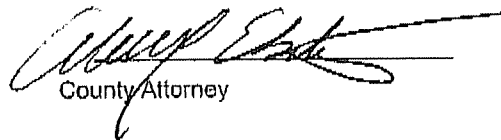
JPA 06-151

ATTORNEY APPROVAL FORM FOR MOHAVE COUNTY

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and MOHAVE COUNTY, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the COUNTY under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 5th day of Nov, 2007.


County Attorney

JPA 06-151
Exhibit A

STAGE IV ESTIMATE WITH NEW CATTLEGUARD					
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	2020001 Removal of Structures and Obstructions	L.Sum	1	\$ 4,000.00	\$ 4,000
2	2020025 Remove Concrete Sidewalk	SF	948	\$ 1.50	\$ 1,422
3	2020030 Removal of AC Pavement (For Roadway Widening)	S.Y.	382	\$ 2.00	\$ 763
4	2020021 Remove Curb and Gutter	LF	201	\$ 3.00	\$ 602
5	2020037 REMOVE AND SALVAGE CATTLE GUARD (40'x8')	Each	1	\$ 8,000.00	\$ 8,000
6	2020053 Remove (Signs)	Each	2	\$ 150.00	\$ 300
7	2020059 Remove and Salvage Traffic Equipment	L.Sum	1	\$ 10,000.00	\$ 10,000
8	2020201 Saw Cutting	LF	594	\$ 1.25	\$ 743
9	2020402 Remove & Reset (Pre Fab End Section)	Each	2	\$ 250.00	\$ 500
10	2030301 Roadway Excavation	C.Y.	366	\$ 8.00	\$ 2,929
11	2030401 Drainage Excavation	C.Y.	10	\$ 8.00	\$ 80
12	2030501 STRUCTURAL EXCAVATION	C.Y.	68	\$ 8.00	\$ 544
13	Furnish Water	M.Gal.	250	\$ 11.00	\$ 2,750
14	3030023 Aggregate Base, Class 3	C.Y.	295	\$ 38.00	\$ 11,215
15	4040125 Fog Coat	Ton	1.0	\$ 350.00	\$ 350
16	4040163 Blotter Material	Ton	0.9	\$ 50.00	\$ 44
17	4090003 Asphalt Concrete (Miscellaneous Structural)	Ton	252	\$ 150.00	\$ 37,850
18	5010011 Pipe, Corrugated Metal, 24"	L.F.	68	\$ 95.00	\$ 6,460
19	5030602 Catch Basin, Type 4 Double (C-15.30)	Each	1	\$ 4,500.00	\$ 4,500
20	6070054 Sign Post (Perforated)(2 S)	L.F.	39	\$ 12.00	\$ 468
21	6070055 Sign Post (Perforated) (2 1/2 S)	L.F.	52	\$ 15.00	\$ 780
22	6070060 Foundation for Sign Post (Concrete)	Each	7	\$ 200.00	\$ 1,400
23	6080023 Flat Sheet Alum. W/Dir App or Slk Screen Char. Ty III / N Sheet	Sq. Ft.	15	\$ 20.00	\$ 300
24	6080050 Sign Panel	Sq. Ft.	15	\$ 30.00	\$ 450
25	6080110 Remove (and Reinstall Signs)	Each	4	\$ 250.00	\$ 1,000
26	7015051 OBLITERATE PAVEMENT MARKING (ARROW, SYMBOL OR LEGEND)	Each	1	\$ 50.00	\$ 50
27	7015052 OBLITERATE PAVEMENT MARKING (STRIPE)	L.F.	100	\$ 10.00	\$ 1,000
28	7016020 Temporary Concrete Barrier	LF Day	3,760	\$ 0.20	\$ 752
29	7016030 Barricade (Type II, Vert. Panel, Tub. Mkfr)	Each Day	3,629	\$ 0.35	\$ 1,270
30	7016032 Portable Sign Stands (Rigid)	Each Day	1,348	\$ 0.75	\$ 1,011
31	7016035 Warning Lights (Type A)	Each Day	2,110	\$ 0.35	\$ 739
32	7016037 Warning Lights (Type C)	Each Day	3,629	\$ 0.50	\$ 1,815
33	7016039 Embedded Sign Post	Each Day	2,540	\$ 0.25	\$ 635
34	7016052 Temporary Sign (Type III Sheeting Greater Than 10 SF)	Each Day	2,618	\$ 1.00	\$ 2,618
35	7016061 Flashing Arrow Panel	Each Day	203	\$ 37.00	\$ 7,511
36	7016067 Changeable Message Board (Contractor Furnished)	Each Day	381	\$ 40.00	\$ 15,240
37	7016078 Flagging Services (Uniformed Officer)	Hour	102	\$ 43.00	\$ 4,386
38	7040070 Pavement Marking (White Sprayed Thermoplastic)(0.060 Inch)	L.F.	751	\$ 0.75	\$ 563
39	7040071 Pavement Marking (Yellow Sprayed Thermoplastic)(0.060 Inch)	L.F.	150	\$ 0.75	\$ 113
40	7040074 Pavement Legend (Extruded Thermoplastic)(ALKYD)(0.090 Inch)(Symbol)	Each	6	\$ 180.00	\$ 1,080
41	7040073 Pavement Legend (Extruded Thermoplastic)(ALKYD)(0.090 Inch)(Legend)	Each	1	\$ 180.00	\$ 180
42	7310130 Pole (Type Q) [7310135 DFM]	Each	1	\$ 4,000.00	\$ 4,000

**JPA 06-151
Exhibit A**

43	7310140	Pole (Type R) [7310145 DFM]	Each	2	\$ 8,000.00	\$ 16,000
44	7310310	Pole Foundation (Type Q)	Each	1	\$ 3,500.00	\$ 3,500
45	7310320	Pole Foundation (Type R)	Each	2	\$ 3,500.00	\$ 7,000
46	7310551	Mast Arm (20 FT)(Tapered) [7310555 DFM]	Each	3	\$ 1,500.00	\$ 4,500
47	7310590	Mast Arm (40 FT)(Tapered) [7310595 DFM]	Each	1	\$ 2,500.00	\$ 2,500
48	7310610	Mast Arm (50 FT)(Tapered) [7310615 DFM]	Each	2	\$ 3,000.00	\$ 6,000
49	7310821	Removal Existing Foundations	Each	3	\$ 500.00	\$ 1,500
50	7320050	Electrical Conduit (2")(PVC)	L.F.	75	\$ 25.00	\$ 1,875
51	7320060	Electrical Conduit (2 1/2")(PVC)	L.F.	310	\$ 15.00	\$ 4,650
52	7320070	Electrical Conduit (3")(PVC)	L.F.	120	\$ 23.00	\$ 2,760
53	7320293	Electrical Conduit (Steel 6" Sleeve)(Jack or Bore)	L.F.	200	\$ 35.00	\$ 7,000
54	7320355	Junction Box (No. 5)	Each	3	\$ 500.00	\$ 1,500
55	7320420	Pull Box (No. 7)	Each	3	\$ 700.00	\$ 2,100
56	7320649	Conductors	L.Sum	1	\$ 6,000.00	\$ 6,000
57	7320745	Removal and Salvage Conductors	L.Sum	1	\$ 2,000.00	\$ 2,000
58	7330061	Traffic Signal Face (Type F)(LED) [7330060 DFM]	Each	6	\$ 880.00	\$ 5,280
59	7330137	Traffic Signal Face (Type R)(LED) [7330136 DFM]	Each	4	\$ 880.00	\$ 3,520
60	7330310	Traffic Signal Mounting Assembly (Type II) [7330315 DFM]	Each	7	\$ 200.00	\$ 1,400
61	7330340	Traffic Signal Mounting Assembly (Type V) [7330345 DFM]	Each	3	\$ 500.00	\$ 1,500
62	7350208	Video Detection System (Relocate Camera)	L.Sum	1	\$ 1,000.00	\$ 1,000
63	7350300	Communication Cable (Video Detection)	L.F	320	\$ 2.00	\$ 640
64	7360030	Luminaire (Horizontal Mount)(HPS 250 Watt)	Each	3	\$ 500.00	\$ 1,500
65	8030092	Granite Mulch, 2"	S.Y.	75	\$ 2.50	\$ 188
66	8040301	Remove and Reconstruct Planter Box & Sign	Each	1	\$ 8,000.00	\$ 8,000
67	8050025	Seeding (Class II)	SF	2,500.0	\$ 0.50	\$ 1,250
68	8060011	Transplanting Trees, Shrubs and Plants	L.Sum	1	\$ 2,000.00	\$ 2,000
69	8080003	Landscape Irrigation System Modification	L.Sum	1	\$ 1,000.00	\$ 1,000
70	9010001	Mobilization	L.Sum	1	\$ 33,000.00	\$ 33,000
71	9060086	Cattle Guard (10 units)	Each	1	\$ 25,000.00	\$ 25,000
72	9080003	Concrete Curb, Type A (C-05.10)	L.F	220	\$ 16.00	\$ 3,520
73	9080093	Concrete Curb & Gutter, Type D (C-05.10)(h=6")	L.F	220	\$ 20.00	\$ 4,400
74	9080201	Concrete Sidewalk (C-05.20)	S.F.	1,070	\$ 6.50	\$ 6,955
75	9240011	Force Account Work (Replacement of Plants)	L.Sum	1	\$ 1,000.00	\$ 1,000
76	9240170	Contractor Quality Control	L.Sum	1	\$ 2,000.00	\$ 2,000
77	9250001	Construction Survey and Layout	L.Sum	1	\$ 2,000.00	\$ 2,000
78	9340087	Miscellaneous Work (As-Builts)	L.Sum	1	\$ 2,500.00	\$ 2,500
				Sub Total	\$	\$ 316,949
		Construction Engineering & Contingencies (20%)			\$	\$ 63,390
		TOTAL PROJECT CONSTRUCTION COST			\$	\$ 380,338

ADOT Share	1/2	\$ 190,169
Mohave County Share	1/2	\$ 190,169

MOHAVE COUNTY REQUEST FOR BOARD ACTION FORM

From: Michael Hendrix, P.E., Public Works Director

FORMAL ACTION ☐

CONSENT ☐

Date: September 25, 2007

RESOLUTION ☒

OTHER ☐

BOS Meeting Date: October 15, 2007

INFORMATION ONLY ☐

SUMMARIZE THE ISSUE & DESIRED ACTION CLEARLY/ATTACH BACKUP MATERIAL:

Mohave County desires to enter into an Intergovernmental Agreement with the State of Arizona, which obligates Mohave County to fund 50 percent of the project cost at an estimated total of \$190,169.00 to modify an existing traffic signal, replace a cattleguard, and construct intersection improvements at State Route 66 at Mohave Airport Drive / Grace Neal Parkway.

Arizona Revised Statutes § 11-251, § 11-951, and § 28-6701 empower Mohave County to enter into this Agreement.

Recommended Motion: Move to adopt BOS Resolution 2007-489, approving the Intergovernmental Agreement between Mohave County and the State of Arizona and authorizing Mohave County to fund 50 percent of the project cost at an estimated total of \$190,169.00 to modify an existing traffic signal, replace a cattleguard, and construct intersection improvements at State Route 66 at Mohave Airport Drive / Grace Neal Parkway; and further move to approve recording in the official records of the Mohave County Recorder's Office BOS Resolution 2007-489 upon its being signed by the Board Chairman and Clerk.

Reviewed and Approved By:

County Attorney ☐

Personnel ☐

Finance ☐

County Manager ☒

Board Action Taken:

Approved as Requested ☒

No Action Taken ☐

Disapproved ☐

Continued to _____

☐ Approved with the following changes:

Acknowledged receipt and referred to _____

Filing Information and Retrieval

Filed Bid _____

✓ Filed Agreement 2961

✓ BOS Resolution 2007-489

Filed Yearly Correspondence _____

Filed Petition _____

Filed Dedication _____

Filed Land Sold _____

Filed Land Acquired _____

Filed Franchise _____

I.D. Resolution _____

Filed Improvement District _____

Filed Other _____

Date Routed: OCT 16 2007

XC:

You are reminded that items for the agenda, along with complete backup, must be in the County Manager's Office 10 days prior to Board Meeting.

Additional Information: Copy of new attached. Please return a copy of S&A once signed by the State.

Item No. 26

When recorded, return to
Clerk of the Board
Mohave County Board of Supervisors
P. O. Box 7000
Kingman, Arizona 86402-7000
(928) 753-0729

MOHAVE COUNTY BOARD OF SUPERVISORS RESOLUTION NO. 2007-489

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND MOHAVE COUNTY, WHICH OBLIGATES MOHAVE COUNTY TO FUND 50 PERCENT OF THE PROJECT COST AT AN ESTIMATED TOTAL OF \$190,169.00 TO MODIFY AN EXISTING TRAFFIC SIGNAL, REPLACE A CATTLEGUARD AND CONSTRUCT INTERSECTION IMPROVEMENTS AT STATE ROUTE 66 AT MOHAVE AIRPORT DRIVE / GRACE NEAL PARKWAY.

WHEREAS, the Board of Supervisors of Mohave County met in regular session on October 15, 2007; and

WHEREAS, Mohave County desires to enter into an Intergovernmental Agreement with the State of Arizona to modify an existing traffic signal, replace a cattleguard, and construct intersection improvements at State Route 66 at Mohave Airport Drive / Grace Neal Parkway; and

WHEREAS, Upon execution of this Agreement, and receipt of invoice from the State, Mohave County shall remit to the State \$190,169.00 for its 50 percent share of the estimated cost of the project and remit to the State 50 percent of any excess difference between the estimated amount and the total actual cost of the project; and

WHEREAS, Mohave County is empowered to enter into this Agreement by virtue of provisions of Arizona Revised Statutes § 11-251, § 11-951, and § 28-6701, and the State of Arizona is empowered to enter into this Agreement by virtue of the provisions of Arizona Revised Statutes § 28-401; and

NOW, THEREFORE BE IT RESOLVED that the Mohave County Board of Supervisors hereby approves the Intergovernmental Agreement between Mohave County and the State of Arizona, and hereby authorizes the Chairman to enter into and execute said Agreement on behalf of the County.

PASSED, APPROVED, AND ADOPTED by the Mohave County Board of Supervisors on October 15, 2007.

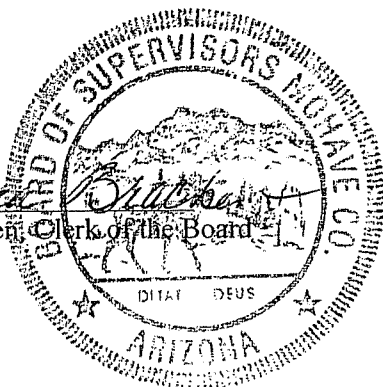
MOHAVE COUNTY BOARD OF SUPERVISORS


Pete Byers

Pete Byers, Chairman

ATTEST:

Barbara Bracken
Barbara Bracken, Clerk of the Board



<p>TERRY GODDARD Attorney General</p>	 <p>OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan Davis@azag.gov</p>
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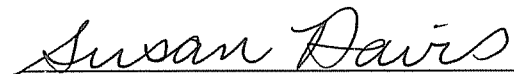
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. P0012007003067 (**JPA 06-151**), an Agreement between public agencies, i.e., The State of Arizona and Mohave County, Arizona, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: November 7, 2007

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:89241
Attachment